

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF NEW YORK

X

:
SUPPLEMENT MANUFACTURING :
PARTNER, INC. d/b/a SMP NUTRA, : Case No. 2:23-cv-06585-JMA-AYS
:
Plaintiff, :
:
- against - : **AFFIDAVIT OF LAWRENCE SIMON**
:
WILLIAM CARTWRIGHT, :
:
Defendant. :
X

STATE OF NEW YORK)
)
) ss.:
COUNTY OF SUFFOLK)

LAWRENCE SIMON, being duly sworn, deposes and says:

1. I am the founder of Ciris Labs, Inc., a young start-up venture in the dietary supplements marketing space. The business was incorporated in March of last year and in operation under the d/b/a Top Tier Nutra from that September until January 25, 2024. On that date, I ceased operations at least temporarily in the face of a threatening Cease & Desist Letter from Plaintiff Supplement Manufacturing Partner, Inc. (“SMP”).

2. I am writing to bring information to the Court’s attention bearing on SMP’s motion for contempt against William Cartwright. I have personal knowledge of the information that follows except where I indicate otherwise and in those few cases, I believe the information to be true.

3. It may assist the Court for me to describe briefly this particular space in the dietary supplement universe. Companies such as Top Tier and SMP, although obviously vastly different in size and ambitions, basically have the same business model. We are marketing

companies that service dietary supplement resellers which access the public retail market through, for example, Amazon. Resellers look to us for finished (that is, bottled) dietary supplements (tablets, capsules, gummies, powders, *etc.*) with their brand name on the label so they can put the product out into the marketplace. Generally speaking, we all buy the same products from the same vendors, give or take, then we have the supplements packaged by a packaging company, and then get the finished product to our customers for resale, *e.g.*, on Amazon.

4. On January 24, 2024, SMP’s lawyers e-mailed me a Cease & Desist Letter, the consent order in this case and a contempt motion against Mr. Cartwright they had filed the day prior. I was aware already of the acrimony between the parties. Many in the dietary supplement marketing space know of the dispute ongoing between them, that it is an ugly one, and that Mr. Cartwright stands to make millions potentially from his investment stake in SMP.

5. In the contempt motion, SMP claims that Mr. Cartwright has been working with Top Tier in violation of the consent order and that Top Tier has been soliciting SMP customers using a list Mr. Cartwright allegedly improperly downloaded in late August 2023 (after he had been fired from SMP). According to SMP’s contempt filings, Mr. Cartwright is “actively conspiring with [me and Top Tier] to set up a competing business.”

6. In support of that claim, SMP points to the following nine circumstances: (i) beginning in December 2023, Top Tier e-mailed solicitations to two SMP service providers whose names supposedly could only have come from Mr. Cartwright; (ii) Top Tier used the same customer relationship manager (“CRM”) tool Mr. Cartwright used at SMP; (iii) alleged similarities between Top Tier’s website and SMP’s; (iv) Top Tier used the same domain name registrar and incorporation service Mr. Cartwright used previously; (v) my past professional and

ongoing personal relationship with Mr. Cartwright; (vi) my supposed technical incompetence, which SMP claims means I must have consulted Mr. Cartwright regarding the Top Tier website and use of Hubspot, our CRM tool; (vii) that after a creatine gummy distributor (one of SMP's vendors) told Top Tier that it was out of stock in a product following our mid-November 2023 inquiry, Mr. Cartwright contacted the distributor on January 10, 2024 for a meeting; (viii) the Top Tier product list supposedly resembles SMP's; and (ix) Top Tier must have obtained SMP pricing information from Mr. Cartwright because it somehow miraculously priced product at \$1.00 lower than SMP product.

7. SMP's allegations are utter nonsense, as I demonstrate below. Only SMP, which is adversarial to Mr. Cartwright (the dietary supplement world is a small one and, as I've noted, most of us are aware of the dispute), could twist and turn Top Tier's use of one of the most popular CRMs on the market into evidence Mr. Cartwright has breached a consent order. Only SMP could find something conspiratorial and sinister in Mr. Cartwright's mere contact with a vendor *weeks* after Top Tier had contacted the vendor. Only SMP could make the leap that if Top Tier's website looks like SMP's, it could only mean Mr. Cartwright was involved with Top Tier.

8. To be clear, I am not a party to the dispute between SMP and Mr. Cartwright and do not have a "dog in this hunt" (please also see paragraph 29 on this point) but I am very interested in clearing the record and I do not appreciate SMP's speculative and cynical leaps about my own supposed misconduct or the falsehood that I was let go from SMP because of a roughly half million dollar "error." It is inconceivable that, aware of the dispute, I would have courted trouble from SMP, a company which I used to work for, by getting into bed with Mr. Cartwright. SMP's litigious history generally is well known and I am not so stupid as to invite

that risk. I would submit that it is likely inconceivable that Mr. Cartwright, who the motion says “negotiated and agreed upon the language of the Consent Order,” would recklessly violate it by getting into bed with me and Top Tier. For what? He has no investment in Top Tier, we are an embarrassingly small player and have made next to nothing, relatively speaking, in the short time the company has been in business. And my understanding is that Mr. Cartwright stands to make millions in his dispute with SMP. There is no reason on God’s earth for him to involve himself with Top Tier and millions of reasons for him not to.

9. Mr. Cartwright is a former colleague (when we overlapped at ABH Nature’s Product in 2017 to 2018), a former boss (when I worked at SMP, where he was and still is one of the owners), and we have a modest personal relationship, but he has had no involvement in Top Tier’s business, period. He is not an investor in the business either.

10. By “modest personal relationship,” I mean that I have socialized with Mr. Cartwright alongside others from time to time, and I was invited to work parties at his home while I was with SMP. My longtime girlfriend and I have never gone out with Mr. Cartwright and his girlfriend. SMP claims we “meet up regularly.” That is false. Mr. Cartwright is at least 25 years younger than me – unlike me, he is a handsome, young, single man. We have very little in common from a personal perspective. I am 57 years old and in a long-term relationship. Mr. Cartwright and I are friendly to each other, no question, but by no means is he a close friend and he is certainly not my business partner and never has been.

11. I will take the nine supposed pieces of evidence in order as best I can; there is overlap as to several.

12. As to the first of these (please see paragraph 6 above), I should provide the Court with some background. Rob Zorn is a former colleague. He is a former SMP employee. He

has been helping me with Top Tier on an informal, only quasi-paid basis, since I formed the company. I have paid him bits here and there but he is not salaried and he has no official title with Top Tier.

13. Rob has close to a decade of sales experience in the dietary supplement space. He has been building up a contact list over all that time, including through his sales work for dietary supplement companies other than SMP.

14. Using Hubspot, one of the most popular CRMs out there, Rob sent three solicitations out to potential Top Tier customers in December 2023. After a free trial in November, we had ended up opening a paid-for account in late November, early December. Only two people had access to that Hubspot account – me and Rob. I attach the first receipt as Exhibit A to my affidavit. You will see that we spent enough to be able to reach out to 7,000 contacts monthly.

15. I mention this 7,000 number for a reason. If Mr. Cartwright had given us the SMP “All Contacts” list he apparently downloaded in late August 2023 (with more than 57,000 names), wouldn’t we have paid for more contacts? As it turned out, the total number of contacts uploaded to Hubspot was fewer than 16,000. Indeed, Rob’s list had no more than 16,000 names period. Again, no indication we had possession of a substantially larger list.

16. Rob was indiscriminate in the contacts he loaded up into Hubspot. For better or worse, he did not exhaustively review the list to ensure he was only targeting legitimate prospects. It was a work-in-progress and I know that he was planning, at some point in time, to put it under a microscope so that it was limited to true prospects. But until such time as he could do that, if a name was in his contact list, for whatever reason, it was entirely possible the name went on through to Hubspot (I should note that he was not the only salesperson with an

aggressive, overly inclusive, list – on January 16, 2024, *I received a solicitation from SMP even though there is no reason I should be classified as a prospective customer (Ex. B)).*

17. It is for this reason that SMP’s lawyer, Brett Lewis, received the Top Tier solicitation. Exhibit C to my affidavit is an e-mail Lewis sent to Rob on April 16, 2020. From that day on, Lewis was in Rob’s contact list. He was one of the contacts Rob loaded into Hubspot. SMP’s supposition that Lewis got the solicitation because Top Tier got the name from Mr. Cartwright is wrong.

18. Rob has known Brittany Milano for a few years now. He has told me, and I have no reason to disbelieve this, that she gave Rob her e-mail address years ago to share with anyone he came across who might have need of her family’s insurance business services. That e-mail address went into his contacts list. I believe this is how she ended up being on the Hubspot list and received the same solicitations in December. SMP’s supposition that Ms. Milano got the solicitation because Top Tier got the name from Mr. Cartwright is wrong.

19. As to the second piece of supposed evidence (please see paragraph 6 above), it is ridiculous. Hubspot (<https://www.hubspot.com>) is one of the most popular CRMs out there. Top Tier’s use of that CRM is no proof of anything. And by this affidavit, I am swearing to the Court that our use of that CRM has nothing to do with Mr. Cartwright. Again, he had no involvement in Top Tier’s business.

20. As to the overlapping third, sixth and eighth pieces of supposed evidence, it is not so that I am incompetent technologically-speaking. But I did task Rob with creation of the website, although I worked on parts of it, including copy. And Rob set up the Hubspot account also.

21. Rob enlisted his sister Samantha's help. She is proficient in all things website-wise. Related text messages between him and Samantha are attached as Exhibit D. As far as I could see, and as far as I was involved, Mr. Cartwright had nothing to do with the website's creation. I have attached as Exhibit E evidence of Rob and my own involvement in copy drafting, with ChatGPT's assistance. Rob has told me Mr. Cartwright had no involvement in either the website or setting up the Hubspot account and I have no reason to dispute that. Again, why *would* he have been involved when he has zero stake in this tiny start-up and, if he were, SMP would undoubtedly have pounced on that? It's absurd.

22. If there are any similarities between the two sites in terms of products and product specifications (ours of course was shut down on January 25 and is no longer operational), that is to be expected. Players in this space, from the big ones like SMP to small start-ups like Top Tier, use the same vendors for the same stock products and those vendors provide product specifications. It would be strange if the sites did not resemble each other in terms of product offerings.

23. Finally, even if Rob looked at and drew on competitors' websites in creating the Top Tier site, what does that establish in terms of Mr. Cartwright's involvement? Absolutely nothing.

24. The fourth piece of supposed evidence SMP points to requires little discussion. That Top Tier used the same domain name registrar and incorporation service Mr. Cartwright may have used in the past proves nothing. Only speculation could lead one to conclude that proved Mr. Cartwright's involvement in Top Tier's business.

25. As for the fifth piece of supposed evidence – my relationship with Mr. Cartwright – it too proves nothing. If anything, me knowing Mr. Cartwright and his past history with SMP

and their current acrimonious relationship is reason why I would *not* do business with him, not why I would *do* business with him. As I've said, he was once a colleague, then a boss, and we enjoyed no more than a very casual, "hi, how are you," kind of friendship. We were never business partners and I would never have involved him in Top Tier, else risk SMP's litigious ire.

26. SMP's seventh supposed piece of evidence is perhaps the most speculative of them all. In late November 2023, Top Tier did reach out to the particular vendor for a stock item and samples of it. We were told merely they were out stock. We were not told they would not sell to us. SMP claims that weeks later, Mr. Cartwright reached out to the vendor for an in-person meeting. It then makes the gross leap that we must have reached out to Mr. Cartwright to muscle the vendor for supply.

27. This is utter insanity. I have no idea why Mr. Cartwright reached out to the vendor, apparently *weeks* later, but it had nothing to do with Top Tier. If the vendor was out-of-stock, why would I ever think Mr. Cartwright could magically make it reappear? That vendor is actually in walking distance from my home. If I want to see if they have stock, all I need to do is call, write or stroll over there.

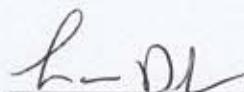
28. Finally, SMP claims inconsistently that Top Tier has been undercutting SMP's pricing by "exactly" (Memo, at 12) or "roughly" \$1 a bottle (Steven Milano Declaration, para. 18). I dispute that our pricing is "exactly" \$1 less and SMP offers no proof of that. But "roughly," I would absolutely plead guilty to that in terms of any given product. Every company in this business follows the same basic, time immemorial, pricing model: product cost + bottling cost + label cost + mark-up = price for the customer. Because Top Tier has minimal overhead relative to SMP, of course its mark-up would be lower. So I would be not a bit surprised if we were "roughly" \$1 less in price on a given product than SMP would be.

29. I have strived to be neutral in this dispute, even while I've been dragged into it.

My lawyer offered to provide the information contained in my affidavit to SMP's lawyers, subject to certain reasonable conditions. They would not accept the conditions (Ex. F). So here we are.

30. To be clear, I have ceased Top Tier business activity because (1) the company was not doing well financially and I was planning on winding it down anyway; (2) the Cease & Desist Letter I received (Ex. G) was threatening; and (3) I am familiar with SMP's litigiousness and don't want to court trouble. I did not cease the business activity because we violated the consent order. We did not violate the order.

Dated: February 5, 2024
Suffolk County, New York



Lawrence Simon

Sworn to before me this 5
day of February 2024.

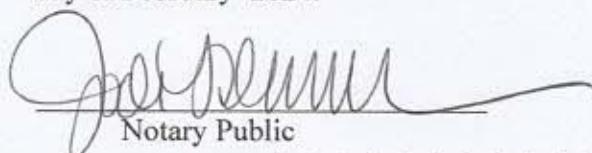

Notary Public



EXHIBIT A



HubSpot Inc. 2 Canal Park, Cambridge, MA 02141 USA

Tax ID 20-2632791

Order #: 3187774

Account #: [REDACTED] 274

Hub ID: [REDACTED] 6255

Thanks for your HubSpot order. This order was done by Sam Johnston (toptiernutra@gmail.com) on December 4, 2023 with the HubSpot checkout process in your HubSpot account.

Your order details is shown below and includes all the information of your initial charge and terms. Visit the Account & Billing section in your account for all your HubSpot subscription information.

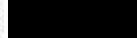
Review your order

Billing Details		
Billing Cycle		
Billed monthly		
Commitment Term		
12 month commitment Dec 4, 2023 - Dec 3, 2024		
Products		
CRM Suite Starter		\$247.50/mo
UPDATED		
Marketing Hub Starter - Marketing Contacts (Includes 1,000 Marketing Contacts)		
Custom discount (50%)	\$50.00/mo -\$25.00/mo	\$25.00/mo
UPDATED		
6,000 Additional Marketing Contacts		
Custom discount (50%)	\$270.00/mo -\$135.00/mo	\$135.00/mo
UPDATED		
Sales Hub Starter (Includes 2 Users)		
Custom discount (50%)	\$50.00/mo -\$25.00/mo	\$25.00/mo
UPDATED		
Service Hub Starter (Includes 2 Users)		
Custom discount (50%)	\$50.00/mo -\$25.00/mo	\$25.00/mo
UPDATED		
CMS Hub Starter		
Custom discount (50%)	\$25.00/mo -\$12.50/mo	\$12.50/mo
UPDATED		

Operations Hub Starter Custom discount (50%)	\$50.00/mo -\$25.00/mo \$25.00/mo
Summary	
Billed monthly	\$247.50/mo

Your auto-renewal details

Billing Details		
Billing Cycle		
Billed monthly		
Auto-Renewal Term		
12 month commitment Dec 4, 2024 - Dec 3, 2025		
Products		
CRM Suite Starter		\$247.50/mo
UPDATED Marketing Hub Starter - Marketing Contacts (Includes 1,000 Marketing Contacts)		
Custom discount (50%)	\$50.00/mo -\$25.00/mo	\$25.00/mo
UPDATED 6,000 Additional Marketing Contacts		
Custom discount (50%)	\$270.00/mo -\$135.00/mo	\$135.00/mo
UPDATED Sales Hub Starter (Includes 2 Users)		
Custom discount (50%)	\$50.00/mo -\$25.00/mo	\$25.00/mo
UPDATED Service Hub Starter (Includes 2 Users)		
Custom discount (50%)	\$50.00/mo -\$25.00/mo	\$25.00/mo
UPDATED CMS Hub Starter		
Custom discount (50%)	\$25.00/mo -\$12.50/mo	\$12.50/mo

Operations Hub Starter Custom discount (50%)	\$50.00/mo -\$25.00/mo \$25.00/mo
Summary	
Billed monthly	\$247.50/mo
Company Details	Payment Details
Company name Top Tier Nutra	Visa ending in 9774  Exp: 11/26 Lawrence simon
Address 180 e main st patchogue, NY 11772 United States	Billing address  north brunswick, NJ 08902 United States

Terms you've agreed to:

What you need to know

- During the Subscription Term and any renewal terms, you may choose to cancel your subscription early, provided that, we will not provide any refunds and you will promptly pay all unpaid fees due through the end of the Subscription Term.
- **We do not provide refunds** if you decide to stop using the HubSpot subscription during your Subscription Term.
- Your Subscription Term will automatically renew for the period indicated above, unless you tell us that you don't want to renew by providing notice as required in the Customer Terms of Service.
- If you reach your Email Send Limit, you will not be able to send any more emails until the start of the next calendar month.
- Upon renewal, we may increase the fees to reflect future changes to our list prices. If this increase applies to you, we will notify you at least thirty (30) days in advance of your renewal. See the 'Fee Adjustments at Renewal' section of our Customer Terms of Service for more details.
- If you add more Contacts than you purchased to your portal, we will automatically increase your Contact Limit and Subscription Fee based on the total number of Marketing Contacts in your account for the remainder of your current Subscription Term; you will also be charged the increased amount for each following Billing Period, even if you later reduce the number of Contacts. You can downgrade your Contact tier at your next renewal upon signing of a new Order Form.
- You can designate a Contact as a Marketing Contact at any time. But there are limitations on when you can designate a Contact as a Non-Marketing Contact. We recommend reviewing the designation of your Contacts regularly to avoid an unintended Contact tier upgrade fee.

Your recurring fees are subject to increase based on usage. Fees are also subject to increase to reflect future changes to our list price, as documented in Product and Services Catalog. See the [HubSpot Customer Terms of Service](#) for more detail.

During the Subscription Term, your data will be stored in the following data hosting location:
North America

I have read, understand and accept the [HubSpot Customer Terms of Service](#), including the [HubSpot Privacy Policy](#) and [HubSpot Acceptable Use Policy](#). By clicking "Complete Purchase" below, I agree that HubSpot is authorized to charge me for all fees due during the Subscription Term and any renewal term. I certify that I am authorized to sign and enter into this binding legal contract for the company or organization making this purchase.

Order Summary

Billed monthly	\$247.50/mo
Prorated Adjustment 	-\$828.50
Sales tax 	-\$50.05
<hr/>	
Order total (including tax)	-\$631.05

Previous balance	\$0.00
Total amount due	\$0.00
Credit balance 	\$631.05

Your recurring fees are subject to increase based on usage. Fees are also subject to increase to reflect future changes to our list price, as documented in Product and Services Catalog. See the [HubSpot Customer Terms of Service](#) for more detail.

The Prorated Adjustment is calculated based on the applicable daily rate and the amount already paid by you (if any) for the Products & Services included in this Order. The Total Due is the charge for these Products & Services from the date of this Order through the end of the applicable Billing Period, plus taxes, and is subject to increase based on usage. See the [HubSpot Customer Terms of Service](#) for more detail. The Total Due will be charged upon purchase. Fees otherwise due for these Products & Services will be billed in accordance with the Billing Period that applies to your subscription and as set forth in the [HubSpot Customer Terms of Service](#).

We hope you enjoyed your HubSpot checkout experience. Thank you for being part of the inbound movement.

HubSpot Inc. 2 Canal Park, Cambridge, MA 02141 USA
Tax ID 20-2632791

EXHIBIT B

----- Forwarded Message -----

From: John Riccobono <john@smpnutra.com>
To: "lawrencedsimon@yahoo.com" <lawrencedsimon@yahoo.com>
Sent: Tuesday, January 16, 2024 at 11:33:46 AM EST
Subject: Lawrencedsimon, We Have 2 New Flavors Of Our Creatine Gummies

Hi Lawrencedsimon,

Creatine gummies are hot right now. We just added two new flavors of our creatine monohydrate gummies, [sour watermelon](#) and [sour blue raspberry](#).

We now have samples ready for these flavors as well as the original lemon flavored formula we initially launched.

According to Google, this type of formula is starting to get [more searches](#) than it has ever received before and is expected to see a continued increase in searches.

Let SMP Nutra bolster your existing inventory of this type of gummy formula, or launch it for the first time with us.

All orders from SMP also come with the documentation needed to sell on any platform, access to an order tracking portal, and more.

Order Samples Of Creatine Gummies Today

See Our Design Services Here

Our services include Sourcing and Purchasing all raw materials, Bottling, the Bottle, and all of its accessories (Desiccant Pack for freshness, Lid, heat induction seal under the cap, all testing for GMP Compliance, and tamper-proof neckband seal).

You would be placed under our \$2 million liability policy as additionally insured through manufacturing with us.

You reply to this email here or give me a call to discuss further.

All the best,
-JR



John J. Riccobono
International Senior Account Executive
SMP Nutra The Most Responsive
FULL SERVICE Manufacturer!
[Book a call with me here!](#)
[Add Me On Linkedin!](#)
[www.SMPNutra.com](#)
[CLICK HERE TO VIEW ALL STOCK ITEMS](#)
Main: 833.810.9896 Desk: 631-625-4502
Mobile/WhatsApp: USA 1-(631)-308-6593
1 Rodeo Drive
Edgewood, NY 11717
[smpnutra.com](#)
Your Partners in Success for Your Nutra Brand

smpnutra.com, 1 Rodeo Drive, Edgewood, New York 11717, United States, 833-810-9896

[Unsubscribe](#) [Manage preferences](#)



EXHIBIT C

Re: Breach of Non-compete

From: Brett Lewis (brett@ilawco.com)
To: robzorn42@yahoo.com
Cc: steve@smpnutra.com
Date: Thursday, April 16, 2020 at 12:04 PM EDT

Rob,

My letter to you said nothing about commissions. Having discussed the matter with SMP, although you owe them individually \$6,000, I agree that you are still legally entitled to your commissions, and have advised SMP to pay you. You will be paid \$2,874.79.

Separately, it was brought to my attention that you made criminal extortionate threats against my clients. Suffice it to say, if you ever make a threat to extort SMP again, it will be reported to the police.

Brett E. Lewis, Esq.
Lewis & Lin, LLC
81 Prospect St., Suite 8001
Brooklyn, NY 11201
(718) 243.9323, Ext. 2
(718) 243-9326 (fax)
www.ilawco.com
www.TrademarkAttorneys.com

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On Apr 15, 2020, at 7:00 PM, Rob Z <robzorn42@yahoo.com> wrote:

Hi Bret,

Would you please inform me on why I would not be entitled to my commission when I worked there last month and earned it. The 6,000 they are stating I owe them has nothing to do with what I worked for and am owed.

If I do not revive my money I will be contacting the board of labor

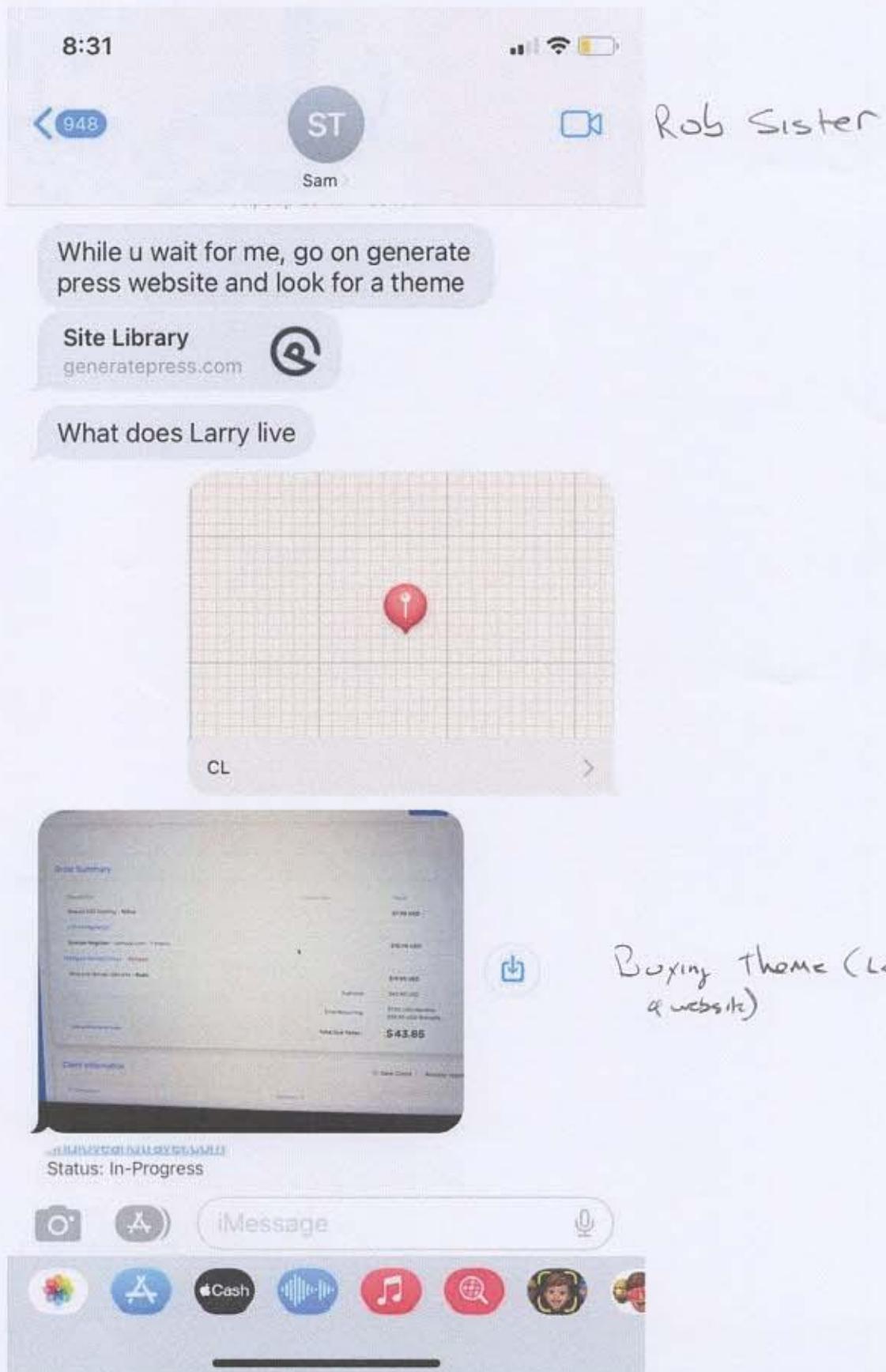
On Wednesday, April 15, 2020, 05:14:18 PM EDT, Steven Milano <steve@smpnutra.com> wrote:

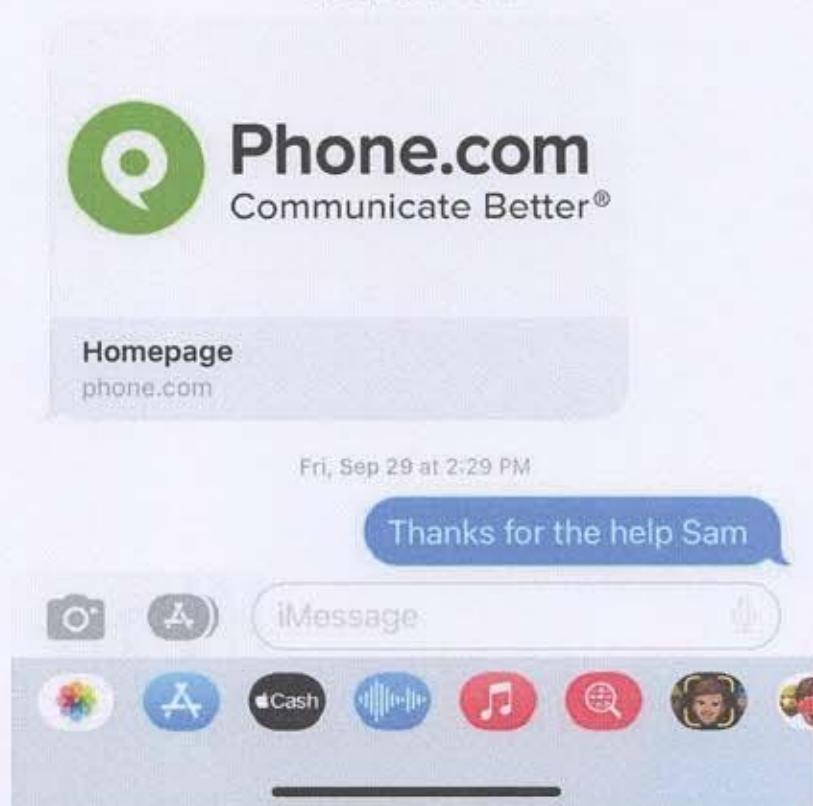
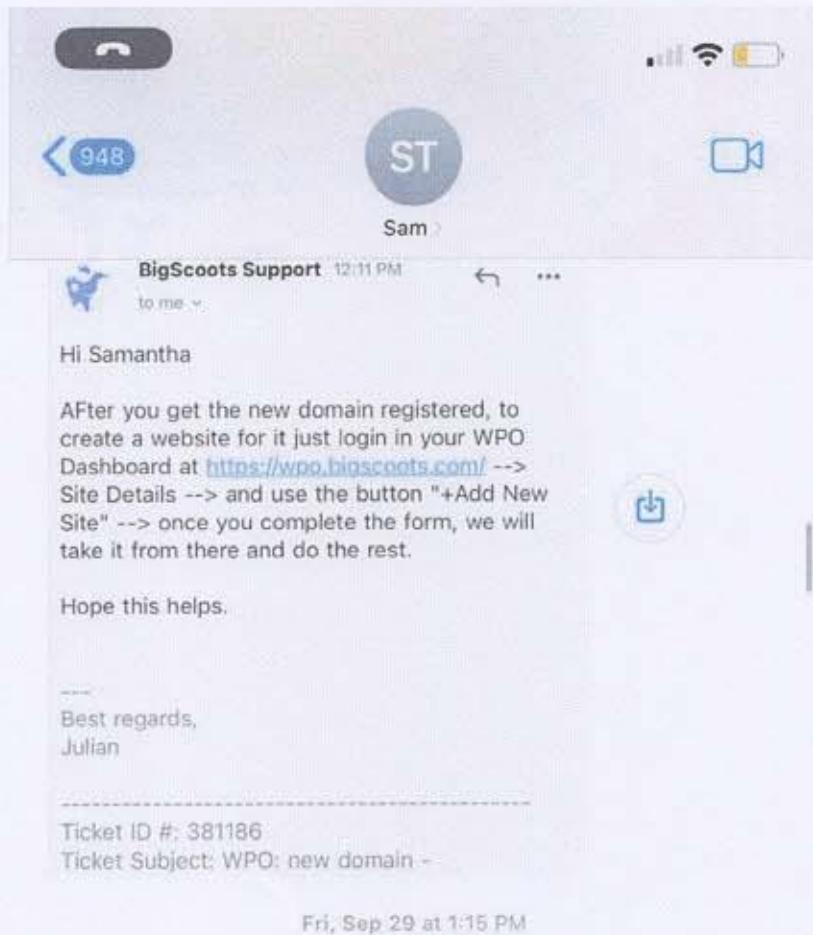
Hello Rob,

I have attached a letter from our lawyer, cc'd in, in regards to your breach of contract.

You signed a Non-compete agreement and were made aware on several occasions not to communicate with our clients.

EXHIBIT D





10:44



◀ Phone

955



Sam >



I left

Idk if they did

I'll call Larry

so you guys didn't set up the other stuff

Like the email, phone, etc

Email I did

Phone I did

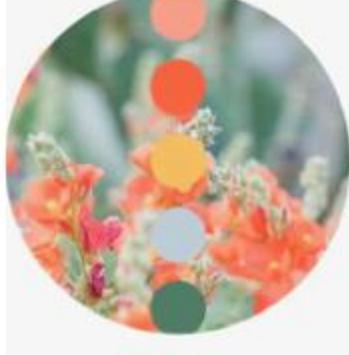
cool

Depending on how helpful big scoots can be, we might just upgrade since Larry doesn't care

Go on Pinterest and start looking up color boards

And decide your brand colors

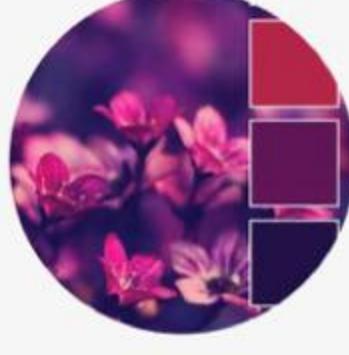
Refine by occasion



Summer



Fall



Party



iMessage



10:43



◀ Phone

< 955



Sam >



Mon, Oct 2 at 8:39 AM

Going to spend all day writing the content

Mon, Oct 2 at 10:27 AM

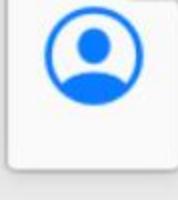
Kk

Tue, Oct 3 at 3:25 PM

Did you scan the QR code for Microsoft?

No

Wed, Oct 11 at 3:30 PM



Cyle ❤ .vcf

Contact Card · 204 bytes

Also are u ordering anything from Amazon

Use my link

Okay I will

Wed, Oct 11 at 7:53 PM

Call u back at Emily's



iMessage



10:43



◀ Phone

955



Sam >



You don't like how may I help you

Oh

Thanks

Mmhm

Also when I clicked custom manufacturing in the drop down it brought me back to your home page

Also still in ur menu the custom and manufacturing is still super far apart

What drop-down?

The mobile menu

You need to click the little down button how do I make it so they

Can click the custom manufacturer

I would prefer on have to build a new page

Sat, Nov 18 at 11:42 PM

Dave is so weird



iMessage



10:42



◀ Phone

955



Sam >



My theme came with an elements page header for the entire site, i want to keep the hero layout but I want the image to be changed for each page. How do I do that?

Private information
toptiernutra.com

Fri, Nov 17 at 10:54 AM

Email *

Phone Number

Website URL



How may i help you?

What



iMessage



EXHIBIT E

12:59

≡

ChatGPT 3.5

↶

Capsule Manufacturing Excellence at Top Tier Nutra

Welcome to Top Tier Nutra, your premier partner for capsule manufacturing in the dietary supplement industry. We take great pride in our commitment to innovation, quality, and precision, making us the go-to choice for businesses seeking high-quality capsule supplements. With our state-of-the-art facilities and experienced team, we ensure that your capsule formulations come to life with maximum efficiency and quality.

Why Choose Capsule Manufacturing?

Message ChatGPT...

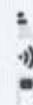
ChatGPT can make mistakes. Consider checking important information.

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ChatGPT 3.5



2. Weighing and Measuring

- Accurate measurements of the selected raw materials are critical to ensure the final powder product has the desired composition. Automated systems are often used for precision.

3. Mixing and Blending

- The measured raw materials are blended together in a large mixer. This process ensures a homogeneous mixture of all ingredients. The duration and intensity of mixing are carefully controlled.

4. Granulation (if needed)

- In some cases, especially when ingredients need to bind together, a granulation step is introduced. This involves adding a binding

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Gummy Manufacturing Expertise at Top Tier Nutra

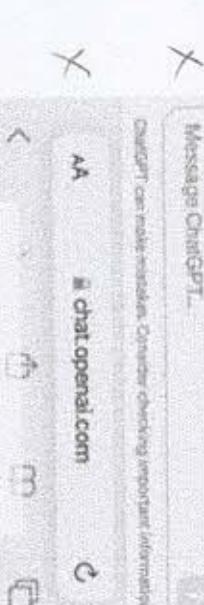
Welcome to Top Tier Nutra, your trusted partner for high-quality gummy manufacturing in the dietary supplement industry. We pride ourselves on our dedication to innovation, quality, and precision, making us the top choice for businesses seeking to create premium gummy supplements. With our state-of-the-art facilities and experienced team, we ensure that your gummy formulations come to life with the highest efficiency and quality standards.

Why Choose Gummy Supplements?

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Unleash Gummy Innovation with Top Tier Nutra

At Top Tier Nutra, we're your passport to the exciting world of gummy supplement manufacturing. We pride ourselves on infusing innovation, quality, and precision into every gummy we create, making us the premier choice for businesses seeking top-tier gummy supplements. With our cutting-edge facilities and seasoned team, we ensure your gummy formulations come to life with the highest efficiency and excellence.

Why Opt for Gummy Supplements?

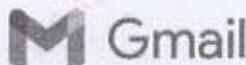
Gummy supplements have taken the

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Top tier nutra Family <toptiernutra@gmail.com>

Gummy

1 message

Rob Z <robzorn42@yahoo.com>

Fri, Oct 20, 2023 at 2:57 PM

To: "toptiernutra@gmail.com" <toptiernutra@gmail.com>

Unleash Gummy Innovation with Top Tier Nutra

At Top Tier Nutra, we're your passport to the exciting world of gummy supplement manufacturing. We pride ourselves on infusing innovation, quality, and precision into every gummy we create, making us the premier choice for businesses seeking top-tier gummy supplements. With our cutting-edge facilities and seasoned team, we ensure your gummy formulations come to life with the highest efficiency and excellence.

Why Opt for Gummy Supplements?

Gummy supplements have taken the supplement industry by storm. Their delectable taste and versatility make them an ideal choice for all demographics, including children and adults. Gummies offer a delightful and convenient way to deliver vital nutrients and health benefits. At Top Tier Nutra, we specialize in crafting personalized gummy solutions tailored to diverse consumer preferences.

Our Gummy Manufacturing Journey

At Top Tier Nutra, we understand that the supplement industry demands unwavering quality. Our gummy manufacturing process is meticulously designed to surpass industry standards, and here's how we set ourselves apart:

- 1. Formulation Artistry:** We collaborate closely with you to craft the perfect gummy formula, ensuring it aligns with your specific requirements and complies with all regulatory standards.
- 2. Pristine Ingredients:** We meticulously source only premium raw materials to craft gummies that effectively deliver the intended health benefits.
- 3. Cutting-Edge Gummy Crafting Equipment:** Our manufacturing facilities house state-of-the-art gummy-making equipment, guaranteeing precision and consistency in every batch.
- 4. Vigilant Quality Assurance:** We implement rigorous quality control measures at every step of production, ensuring the safety and efficacy of the final product.

5. Tailored Delight: We offer a spectrum of flavors, shapes, and colors to help your brand stand out and cater to diverse consumer tastes.

Our Dedication to Your Triumph

When you choose Top Tier Nutra for your gummy manufacturing needs, you're not just choosing a manufacturer; you're selecting a dedicated partner committed to your success. We take immense pride in helping you realize your supplement vision with gummy products that stand out in the market.

Discover our Gummy Manufacturing Expertise, and let's embark on a journey to create exceptional nutritional supplements together.

For more information about our gummy manufacturing services, please reach out to us today.

Certainly! Here's an overview of the typical process for making gummy supplements:

1. Formulation Development:

The process begins with the development of a gummy formulation. This includes selecting active ingredients, sweeteners, flavors, colors, and any other additives necessary for the desired product.

2. Mixing and Heating:

The selected ingredients are mixed and heated in a specialized kettle or tank until they form a uniform syrup-like mixture.

3. Gelling Agent Addition:

A gelling agent, often gelatin or pectin, is added to the mixture. This is what gives gummies their gel-like texture.

4. Flavor and Color Addition:

Flavorings and coloring agents are introduced to enhance the taste and appearance of the gummies.

5. Molding:

The gummy mixture is poured into mold trays, which have cavities in the shape of the desired gummies. The molds are often made of silicone.

6. Cooling and Setting:

The filled molds are allowed to cool and set at controlled temperatures, causing the gummies to solidify and take on their final form.

7. Demolding:

Once the gummies have set, they are removed from the molds. Any excess material is trimmed away.

8. Drying:

The gummies are placed on trays and transferred to drying rooms where they undergo a drying process. This reduces moisture content and prevents spoilage.

9. Sugar Coating (optional):

Some gummies receive a sugar coating to improve their taste and texture.

10. Quality Control and Testing:

- Comprehensive quality control tests are performed to ensure that the gummies meet specific standards for texture, taste, potency, and uniformity.

11. Packaging:

- The gummies are packed into bottles, blister packs, or other appropriate containers. Packaging is done under controlled conditions to maintain quality and prevent contamination.

12. Labeling and Branding:

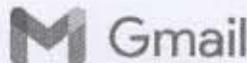
- Labels with product information, branding, and regulatory compliance details are applied to the packaging.

13. Quality Assurance and Documentation:

- Comprehensive documentation of the entire production process is maintained to ensure traceability and quality assurance.

14. Storage and Distribution:

- The finished gummy supplements are stored under appropriate conditions to maintain their quality and are then distributed to the intended market.



Top tier nutra Family <toptiernutra@gmail.com>

Softgels

1 message

Rob Z <robzorn42@yahoo.com>

To: "toptiernutra@gmail.com" <toptiernutra@gmail.com>

Wed, Oct 18, 2023 at 4:39 PM

Softgel Manufacturing at Top Tier Nutra

At Top Tier Nutra, we pride ourselves on being a leading name in the world of nutritional supplement manufacturing. Our commitment to excellence, innovation, and quality has made us the go-to choice for businesses looking to create top-quality softgel supplements. With our state-of-the-art facilities and experienced team, we ensure that your softgel formulations are brought to life efficiently and to the highest standards.

Why Softgels?

Softgels are a popular choice for dietary supplements due to their numerous advantages. They offer a convenient and easily digestible format for various types of nutritional products, from vitamins and minerals to herbal extracts and oils. Top Tier Nutra specializes in providing customizable softgel solutions for all your supplement needs.

Our Softgel Manufacturing Process

At Top Tier Nutra, we understand that quality is paramount in the supplement industry. Our softgel manufacturing process is designed to meet and exceed industry standards. Here's an overview of what sets us apart:

- 1. Formulation Expertise:** We work closely with you to develop the ideal softgel formula, ensuring it meets your specific requirements and adheres to all regulatory standards.
- 2. Premium Ingredients:** We source the highest quality raw materials to create softgels that deliver the intended health benefits effectively.
- 3. Cutting-Edge Technology:** Our manufacturing facilities are equipped with the latest softgel production technology to ensure precision and consistency in every softgel we produce.
- 4. Quality Assurance:** Stringent quality control measures are in place at every stage of production, guaranteeing the safety and effectiveness of the final product.
- 5. Customization:** We offer a wide range of size, shape, and color options to help your brand stand out and cater to diverse customer preferences.

Our Commitment to You

When you choose Top Tier Nutra as your softgel manufacturing partner, you're not just getting a manufacturer; you're getting a partner dedicated to your success. We take pride in helping you bring your supplement vision to life with the highest quality softgels on the market.

Explore our softgel manufacturing capabilities, and let's embark on a journey to create exceptional nutritional supplements together.

For more information about our softgel manufacturing services, please contact us today.

This is just a sample introduction. You can further expand the content with details about your manufacturing capabilities, quality control processes, regulatory compliance, and any unique selling points your company offers.

EXHIBIT F

From: Brett Lewis <brett@ilawco.com>
Subject: Re: Proposed Agreement
Date: January 30, 2024 at 4:36:43 PM EST
To: LISA CAHILL <lcahill@lisacahilllaw.com>

Lisa,

Correct.

Best,
Brett

Brett E. Lewis
Partner



77 Sands Street, 6th Floor | Brooklyn, NY 11201
tel. (718) 243-9323, Ext. 2

Direct (347) 414-8601

Brett@iLawco.com | iLawco.com | TrademarkAttorneys.com

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On Jan 30, 2024, at 4:31 PM, LISA CAHILL <lcahill@lisacahilllaw.com> wrote:
Brett, what does that mean? No agreement from your vantage point? Thanks.

On Jan 30, 2024, at 4:27 PM, Brett Lewis <brett@ilawco.com> wrote:

Lisa,

Received.

We will proceed accordingly.

Best,

Brett E. Lewis
Partner

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77 Sands Street, 6th Floor | Brooklyn, NY 11201
tel. (718) 243-9323, Ext. 2
Direct (347) 414-8601
Brett@iLawco.com | iLawco.com | TrademarkAttorneys.com
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On Jan 30, 2024, at 3:29 PM, LISA CAHILL
<lcahill@lisacahilllaw.com> wrote:

Thank you, Brett.

Unfortunately, Mr. Simon cannot sign off on
the requested additional language without
spending hours and hours satisfying himself
to the necessary degree of 100% certainty
that Top Tier never used and never was in
possession of SMP Nutra's customer list,
contact list, vendor list, pricing information,
or other information. And assuming these

inquiries revealed an overlap, he and I would then need to dedicate additional time to consideration of whether any such material was, as you claim, “proprietary” and further, assuming so, whether such material was “obtained unlawfully.”

To be clear, we have no reason to believe there's any exposure to Mr. Simon or Top Tier in the way of theft of proprietary information claims but being certain of that will take more time than we are prepared to dedicate at this time. As we are not getting compensated for the time spent on this nonsense to begin with, and the only thing on the table presently is the baseless allegations in the contempt motion relating to Will Cartwright, we are not prepared to go further at this juncture.

Finally, we must insist on the word “materially.” That is non-negotiable. We cannot be exposed on any innocuous stray exchange that may ever have been had between Mr. Simon and Mr. Cartwright relating to the business.

Best, Lisa

Lisa Cahill Law
747 Third Avenue | New York, NY 10017
917.690.1395 © | LCahill@LisaCahillLaw.com
www.LisaCahillLaw.com

On Jan 30, 2024, at 12:55 PM, Brett Lewis <brett@ilawco.com> wrote:

Lisa,

Your terms are agreeable, subject to
the following changes:

3. Prior to any production by Mr. Simon and Top Tier to SMP, SMP agrees in sum and substance (final language subject to mutual agreement) to release any and all claims by SMP, its principals, etc., against Mr. Simon and Top Tier. Mr. Simon and Top Tier agree the release will be voidable in the event SMP uncovers or otherwise obtains objective evidence that Mr. Cartwright was, in fact, **[DELETE: materially]** involved with Top Tier's business **[ADD: in any way, or that Top Tier used or is in possession of SMP Nutra's customer list, contact list, vendor list, pricing information, or any other proprietary information obtained unlawfully from SMP Nutra.]**

Please let me know if our changes are acceptable.

Best,
Brett

Brett E. Lewis
Partner

<L_L_Logo_for_web-copy11.jpg>

77 Sands Street, 6th Floor | Brooklyn,
NY 11201
tel. (718) 243-9323, Ext. 2
Direct (347) 414-8601
Brett@iLawco.com | iLawco.com | TrademarkAttorneys.com
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On Jan 29, 2024, at
9:23 PM, LISA
CAHILL
<lcahill@lisacahillla
w.com> wrote:

Brett, thank you for the
fruitful conversation
this afternoon. I
suggest the following:

In consideration for
responsible steps Mr.
Simon and Top Tier
have already taken
responsive to the Cease
& Desist
Letter, including
closing down the Top
Tier website, and their
willingness generally to
provide voluntarily
information to SMP,
SMP is prepared to
enter into the following
understanding with Mr.
Simon and Top Tier:

1. SMP will provide
a list of information
requests to Mr. Simon
and Top Tier by 5 p.m.
on January 30. The
list will be reasonable in
scope and production
will be contingent on
Mr. Simon's agreement
that the list is, in fact,
reasonable;

2. By 5 p.m. on
January 31, Mr. Lewis
will provide a standard
confidentiality
agreement for execution
to Ms. Cahill so that
Mr. Simon and Top Tier
can make prompt
productions to SMP
under the protection of
such agreement;

3. Prior to any
production by Mr.
Simon and Top Tier to

SMP, SMP agrees in sum and substance (final language subject to mutual agreement) to release any and all claims by SMP, its principals, etc., against Mr. Simon and Top Tier. Mr. Simon and Top Tier agree the release will be voidable in the event SMP uncovers or otherwise obtains objective evidence that Mr. Cartwright was, in fact, materially involved with Top Tier's business.

4. By 5 p.m. on January 31, Mr. Lewis will provide a draft of the release language to Ms. Cahill.

Please let me know at your earliest convenience whether these terms are agreeable. Thanks again.

Best, Lisa

Lisa Cahill Law
747 Third Avenue | New York, NY 10017
917.690.1395 © | LCahill@LisaCahillLaw

www.Li
saCahil
ILaw.co
m

EXHIBIT G

LEWIS & LIN LLC

Brett E. Lewis
David D. Lin

Michael D. Cilento
Michael Druckman
Jane J. Jaang
Roberto Ledesma
Rachel Ann Niedzwiadek
Savita Sivakumar
Shuyu Wang

Eric Belanger (of counsel)

77 Sands Street, 6th Floor
Brooklyn, NY 11201

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www.iLawco.com

January 24, 2024

VIA MAIL

Lawrence Simon
189 Loop Drive
Sayville, NY 11782
Emails: toptiernutra@gmail.com
contact@toptiernutra.com
tiuzj@aol.com

Dear Mr. Simon,

Our firm represents SMP Nutra, Inc. Please see the attached Motion for Contempt against William Cartwright, in which you are named. We are writing to demand that you immediately cease and desist from any further participation in the business of Ciris Labs, Inc., d/b/a Top Tier Nutra, as Top Tier Labs is using SMP Nutra's illegally-obtained proprietary information in flagrant disregard of a Court Order, (attached) and fully cooperate in our investigation into Mr. Cartwright's involvement in that enterprise.

To the extent that you contend that you were not aware of the Court Order, you are now. It explicitly prohibits those acting in active concert or participation with William Cartwright from using SMP Nutra's customer list, vendor list or pricing information in a competing business. Top Tier is using all three. You are listed as the registrant of the <TopTierNutra.com> domain name. Our clients are seeking compensatory damages in the amount of \$6.4 million against Mr. Cartwright and \$11.4 million in punitive damages. If you were knowingly involved in Cartwright's scheme to evade a Court Order, you may be held in contempt of Court, and the Court may order you to pay damages for your part in the scheme.

Should Top Tier Nutra continue to operate following your receipt of this letter, ***that will constitute a knowing violation of the Consent Order.*** Should you aid or abet Cartwright in any manner to evade the Court Order, or any subsequent contempt order, you will be liable for contempt sanctions.

LEWIS & LIN LLC

Please confirm by no later than Thursday, **January 25, 2024 at 5pm EST** of your intention to comply fully with our demands. Please be prepared to answer questions and provide documentation into the nature and scope of Cartwright's involvement in Top Tier Nutra, as well as to identify the customers solicited, any SMP Nutra vendors contacted, and any orders placed as a result of Top Tier's solicitation of SMP Nutra's customer list. Should you fail to do so, we will separately commence an action in the United States District Court for the Eastern District of New York against you and Top Tier Nutra for misappropriation of trade secrets and will pursue contempt damages and sanctions against you in the pending contempt proceeding.

Guide yourself accordingly.

All rights reserved. Nothing waived.

Sincerely,

A handwritten signature in blue ink, appearing to read "Brett E. Lewis".

Brett E. Lewis, Esq.